

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 07-CA-297897

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SEVEN**

**UNITED WHOLESALE MORTGAGE, LLC d/b/a  
UWM FINANCIAL SERVICES, LLC,  
Respondent**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C)**, an Individual

**Charging Party**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by the Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on June 17, 2022, and a copy was served on Respondent by U.S. mail on June 21, 2022.

(b) The first amended charge in this proceeding was filed by the Charging Party on March 27, 2023, and a copy was served on Respondent by U.S. mail on the same date.

2. At all material times, Respondent has been a limited liability company with an office and place of business in Pontiac, Michigan (Pontiac facility), and has been engaged in the operation of a mortgage lending business.

3. (a) In conducting its operations during the calendar year ending December 31, 2022, a representative period, Respondent derived gross revenues in excess of \$500,000.

(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Pontiac facility goods valued in excess of \$5,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. At all material times, **(b) (6), (b) (7)(C)** held the position of **(b) (6), (b) (7)(C)** and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following overly



broad or otherwise unlawful rules and definitions:

- (a) **25. Return of Company Property & Information.** All "Company Records" and all "Company Equipment" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (e.g., computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 25 shall continue to remain in effect and shall be binding upon Employee at all times during his or her



employment with the Company and after his or her employment with the Company ends for any reason(s).

(b) **26. Communications.** The Employee hereby agrees as follows:

(a) Media & Press Inquiries. All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(c) **26. Communications.** The Employee hereby agrees as follows:

(b) Non-Disparagement. The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.

(d) **26. Communications.** The Employee hereby agrees as follows:

(c) Social Media. In the event that Employee is provided access by the Company to any social media outlet, including but not limited to Facebook, Twitter, and/or any blogs, through Company Equipment, Employee agrees that he or she shall: (a) be responsible for all content posted to such social media outlet; (b) not post any financial, confidential, sensitive or proprietary information about USFS or any of USFS's clients on such social media outlet; (c) not infringe on any copyrights or trademarks through the use of such social media outlet; (d) preface all opinions posted on such social media outlet as not being representative of the opinions of USFS; and (e) not post any inappropriate language or material of any kind on such social media outlet.

(e) **Attachment A – Definitions Incorporated into Employment Agreement ...**

**"Proprietary & Confidential Information"** means: (a) non-public information relating to or regarding the Company's business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not



generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company's Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. "Proprietary & Confidential Information" includes, but is not limited to, the following categories of information, irrespective of the medium in which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

- Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;
- Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);
- Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and



contracts with vendors and suppliers;

- Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reports, application aging reports, and the like);

- Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;

- Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems; projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);

- Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;

- Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;



- Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;
  - Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and
  - All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts
- (f) To the extent they reference “proprietary and confidential information,” as defined above in paragraph 5(f), the following rules maintained by Respondent in the Employment Agreement are overly broad or otherwise unlawful:
- (i) **5. Compliance with Applicable Laws, Regulations, Policies & Rules.**
  - (ii) **7. Full-Time & Outside Employment.**
  - (iii) **12. Proprietary & Confidential Information.**
  - (iv) **18. Maintaining Privacy, Confidentiality & Security of Customer & Company Information.**
  - (v) **20. Liquidated Damages for Breach of Non-Competition Covenant.**
  - (vi) **22. Liquidated Damages for Solicitation of Company Personnel.**
  - (vii) **23. Non-Solicitation of Customers & Others.**
  - (viii) **25. Return of Company Property & Information.**
  - (ix) **26. Communications.**

6. (a) During the six months prior to the filing of the charge in this



proceeding, Respondent has maintained an Employment Agreement that contains the following arbitration clause:

**32. Arbitration.** If a material dispute arises under this Agreement, other than a breach by the Employee of Sections 8 and 12 through 26, inclusive, for which the Company shall be entitled to equitable relief, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company and Employee are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Employee and Company shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company and Employee shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Employee must request arbitration in writing within six (6) months of the date of termination or accrual of the claim, or within a shorter period of time if one is prescribed by the statute upon which Employee's claim is based. Failure to do so shall result in Employee's claim being waived, and Employee hereby expressly waives any statute of limitations which is longer than six (6) months. Any award by arbitration pursuant to the terms of this Agreement, shall contain findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Employee and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Employee violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Employee and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law. This provision does not require the Employee to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury. Employee and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties'



employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE IS GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND IS HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

(b) The terms of Respondent's arbitration clause described in paragraph 6(b) interfere with employees' access to the National Labor Relations Board and interfere with employees' right to file and pursue unfair labor practice charges under the Act.

7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**WHEREFORE**, it is prayed that Respondent be ordered to:

1. Cease and desist from engaging in the conduct described in paragraphs 5 and 6, or in any like or related manner interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action:

(a) Rescind all Employment Agreements, including with the Charging Party and all other employees that were executed, enforced, or in effect at any time since December 21, 2021, and advise all employees (current and former), individually, in writing, that the Employment Agreement has been rescinded and they are released from its obligations.

(b) Rescind in writing any and all directives, disciplines, cease and desist letters, or other actions issued, including to the Charging Party and all other employees or former employees as a result of the enforcement of the Employment Agreement at any time since December 21, 2021, and notify such employees or former employees, in writing, that this has been done and that the disciplines, directives, cease and desist letters, or other actions will not be used against them in any way.

(c) Make whole the Charging Party and all other employees and former employees who suffered financial loss due to the discipline, directive, cease and desist letter, or other action imposed relating to the Employment Agreements that were issued, enforced, or otherwise in effect at any time since December 21, 2021, including direct or foreseeable pecuniary harms suffered, plus interest computed in accordance with current Board policy, plus reasonable search-for-work and interim employment expenses.

(d) Post appropriate notices for a 90 consecutive day period in all of Respondent's facilities in all places where notices to employees are customarily posted.



(e) Email and text message appropriate notices to all current and former employees who were party to an employment agreement executed, enforced, or in effect at any time from December 21, 2021, to the present.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before April 12, 2023, or postmarked on or before April 11, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

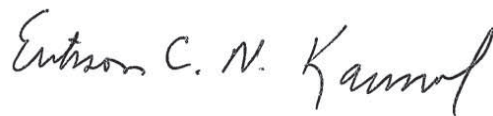
### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **Tuesday, July 25, 2023, 10:00 a.m., at Patrick V. McNamara Federal Building 477 Michigan Avenue, Room 05-200, 5<sup>th</sup> Floor, Detroit, Michigan, 48226.** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668.



The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 29, 2023

A handwritten signature in black ink that reads "Erickson C. N. Karmol". The signature is written in a cursive style with a large, stylized 'K'.

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Erickson C. N. Karmol,  
Acting Regional Director  
National Labor Relations Board, Region 07  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 05-200  
Detroit, MI 48226

Attachments



## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility



of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SEVEN**

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UNITED WHOLESALE MORTGAGE, LLC  
d/b/a UWM FINANCIAL SERVICES, LLC,

Case 07-CA-297897

Respondent,

and

**(b) (6), (b) (7)(C)**, an Individual,

Petitioner/Charging Party.

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**RESPONDENT’S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES**

NOW comes Respondent, United Wholesale Mortgage, LLC (“UWM”),<sup>1</sup> by and through its attorneys, Warner Norcross + Judd LLP, and for its Answer to Complaint states as follows:

1. (a) The charge in this proceeding was filed by the Charging Party on June 17, 2022, and a copy was served on Respondent by U.S. mail on June 21, 2022.

(b) The first amended charge in this proceeding was filed by the Charging Party on March 27, 2023, and a copy was served on Respondent by U.S. mail on the same date.

**ANSWER: UWM admits that Charging Party filed the above-referenced charge, as amended, in this proceeding. UWM denies, however, that the first amended charge (or any earlier versions of it) has any merit.**

2. At all material times, Respondent has been a limited liability company with an office and place of business in Pontiac, Michigan (Pontiac facility), and has been engaged in the operation of a mortgage wholesale lending business. UWM is the largest mortgage wholesale lender in the country.

**ANSWER: Admitted.**

3. (a) In conducting its operations during the calendar year ending December 31, 2022, a representative period, Respondent derived gross revenues in excess of \$500,000.

---

<sup>1</sup> The Complaint states that United Wholesale Mortgage, LLC does business as “UWM Financial Services, LLC.” This is untrue. The Company currently does business as UWM.



(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Pontiac facility goods valued in excess of \$5,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

**ANSWER: UWM does not contest the Board's jurisdiction in this matter.**

4. At all material times, (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

**ANSWER: Admitted.**

5. During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following overly broad or otherwise unlawful rules and definitions:

- (a) **25. Return of Company Property & Information.** All "Company Records" and all "Company Equipment" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and



all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (e.g., computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 25 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason(s).

(b) **26. Communications.** The Employee hereby agrees as follows:

(a) **Media & Press Inquiries.** All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(c) **26. Communications.** The Employee hereby agrees as follows:

(b) **Non-Disparagement.** The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The



foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.

(d) **26. Communications.** The Employee hereby agrees as follows:

(c) Social Media. In the event that Employee is provided access by the Company to any social media outlet, including but not limited to Facebook, Twitter, and/or any blogs, through Company Equipment, Employee agrees that he or she shall: (a) be responsible for all content posted to such social media outlet; (b) not post any financial, confidential, sensitive or proprietary information about USFS or any of USFS's clients on such social media outlet; (c) not infringe on any copyrights or trademarks through the use of such social media outlet; (d) preface all opinions posted on such social media outlet as not being representative of the opinions of USFS; and (e) not post any inappropriate language or material of any kind on such social media outlet.

(e) **Attachment A – Definitions Incorporated into Employment Agreement ...**  
**"Proprietary & Confidential Information"** means: (a) non-public information relating to or regarding the Company's business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company's Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. "Proprietary & Confidential Information" includes, but is not limited to, the following categories of information, irrespective of the medium in which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

- Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;



- Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);
- Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and contracts with vendors and suppliers
- Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reports, application aging reports, and the like);
- Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;



- Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems; projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);
  - Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;
  - Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;
  - Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;
  - Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and
  - All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts
- (f) To the extent they reference “proprietary and confidential information,” as defined above in paragraph 5(f), the following rules maintained by Respondent in the Employment Agreement are overly broad or otherwise unlawful:

(i) **5. Compliance with Applicable Laws, Regulations, Policies & Rules.**



- (ii) 7. Full-Time & Outside Employment.
- (iii) 12. Proprietary & Confidential Information.
- (iv) 18. Maintaining Privacy, Confidentiality & Security of Customer & Company Information.
- (v) 20. Liquidated Damages for Breach of Non-Competition Covenant.
- (vi) 22. Liquidated Damages for Solicitation of Company Personnel.
- (vii) 23. Non-Solicitation of Customers & Others.
- (viii) 25. Return of Company Property & Information.
- (ix) 26. Communications.

**ANSWER: UWM admits that its employment agreement contained the above-referenced provisions at all material times, but denies that the provisions are overbroad or otherwise unlawful under the National Labor Relations Act.**

6. (a) During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following arbitration clause:

**32. Arbitration.** If a material dispute arises under this Agreement, other than a breach by the Employee of Sections 8 and 12 through 26, inclusive, for which the Company shall be entitled to equitable relief, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company and Employee are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Employee and Company shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company and Employee shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Employee must request arbitration in writing within six (6) months of the date of termination or accrual of the claim, or within a shorter period of time if one is prescribed by the statute upon which Employee's claim is based. Failure to do so shall result in Employee's claim being waived, and Employee hereby expressly waives any statute of limitations which is longer than six (6) months. Any award by arbitration pursuant to the terms of this Agreement, shall contain



findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Employee and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Employee violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Employee and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law. This provision does not require the Employee to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury. Employee and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties' employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE IS GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND IS HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

(b) The terms of Respondent's arbitration clause described in paragraph 6(b) interfere with employees' access to the National Labor Relations Board and interfere with employees' right to file and pursue unfair labor practice charges under the Act.

**ANSWER: UWM admits that its employment agreement contained the above-referenced arbitration provision at all material times, but denies that the provision is overbroad or otherwise unlawful under the National Labor Relations Act. Answering further, the employment agreement expressly states in Section 5 that "[n]othing in this Agreement . . . shall be interpreted to limit or interfere with your right to report good faith suspected violations of law to applicable governmental agencies, including the . . . National Labor Relations Board . . . ."**



7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

**ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.**

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.**

### **AFFIRMATIVE AND OTHER DEFENSES**

UWM states as its Affirmative and Other Defenses to the Complaint in the above-captioned matter, as follows:

1. Charging Party and the Regional Director have failed to state a claim upon which relief may be granted.
2. The Complaint may be barred in whole or in part because Charging Party did not engage in protected, concerted activity under the Act, or UWM had legitimate, non-discriminatory, and non-retaliatory reasons for any adverse employment actions taken against Charging Party.
3. The Complaint may be barred in whole or in part because the employment agreement provisions at issue are not overbroad or otherwise unlawful under the Act.
4. The remedies requested exceed the scope provided for under the Act and applicable law.
5. The Charging Party has failed to adequately mitigate his claimed damages.
6. Some of the conduct alleged may be barred by the limitations period contained in Section 10(b).

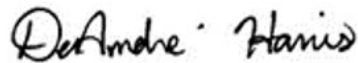


7. UWM reserves the right to add to, modify, or otherwise amend its defenses, as it deems necessary during the remaining course of this matter.

WHEREFORE, UWM respectfully requests that this Complaint be dismissed in its entirety and that UWM be awarded its fees and costs incurred while defending this meritless action.

Dated: \_April 11, 2023

WARNER NORCROSS + JUDD LLP



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Karen J. VanderWerff (P45442)  
DeAndre' Harris (P81261)  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, Michigan 49503  
616.752.2183  
[wlentine@wnj.com](mailto:wlentine@wnj.com)  
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[dharris@wnj.com](mailto:dharris@wnj.com)  
*Attorneys for Respondent*



**PROOF OF SERVICE**

Cheryl L. Gordon, Legal Assistant with Warner Norcross + Judd LLP, states that on April 11, 2023 *Respondent's Answer To Complaint And Affirmative Defenses*, and a copy of this *Proof of Service* were sent to Charging Party's counsel, Matthew Clark, Gregory, Moore, Brooks & Clark, P.C., at [matt@unionlaw.net](mailto:matt@unionlaw.net).

  
\_\_\_\_\_

181270.203795 #28293498-2



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC d/b/a  
UWM FINANCIAL SERVICES, LLC**

**Respondent**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C)**, an Individual

**Charging Party**

**ORDER DENYING RESPONDENT'S REQUEST FOR COMPLIANCE  
SPECIFICATION**

On July 7, 2023, Respondent requested the issuance of a compliance specification prior to the hearing scheduled for July 25, 2023, asserting that the issuance of such "is warranted in that the specification's statement of [the] Charging Party **(b) (6), (b) (7)(C)** backpay (if any) will promote expediency and efficiency" by litigating both liability and damages, if any, during the same hearing. Respondent further asserts that the Charging Party's discharge is unrelated to the Respondent's employment agreement alleged to be unlawful in the complaint.

Section 102.54I provides that whenever the Regional Director deems it necessary to effectuate the purposes and policies of the Act or to avoid unnecessary costs or delay, the Regional Director may consolidate with a complaint and Notice of Hearing...a compliance specification based on that complaint."

Having considered Respondent's request and the applicable law, I conclude that a compliance specification is not necessary to effectuate the purposes and policies of the Act, nor would the issuance of such avoid unnecessary costs or delay in this circumstance. Therefore, I hereby deny Respondent's request.

Dated: July 14, 2023



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Andrew MacEachern  
Acting Regional Director  
National Labor Relations Board, Region 7  
477 Michigan Avenue, Room 05-200  
Detroit, Michigan 48226



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C)**, an Individual

**AFFIDAVIT OF SERVICE OF ORDER Denying Respondent's Request for Compliance Specification**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **July 14, 2023**, I served the above-entitled document(s) by Electronic **mail** upon the following persons, addressed to them at the following addresses:

DeAndre Harris , Esq.  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 40953

DHarris@wnj.com

Matthew J. Clark , Attorney  
Gregory, Moore, Brooks & Clark, P.C.  
28 W Adams Ave, Ste 300  
Detroit, MI 48226

matt@unionlaw.net

July 14, 2023

---

Date

Carol A. Koper, Designated Agent of  
NLRB

---

Name

/s/ Carol A. Koper

---

Signature



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SEVEN**

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UNITED WHOLESALE MORTGAGE, LLC  
d/b/a UWM FINANCIAL SERVICES, LLC,

Case 07-CA-297897

Respondent,

and

**(b) (6), (b) (7)(C)**, an Individual,

Petitioner/Charging Party.

---

**RESPONDENT’S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES**

NOW comes Respondent, United Wholesale Mortgage, LLC (“UWM”),<sup>1</sup> by and through its attorneys, Warner Norcross + Judd LLP, and for its Answer to Complaint states as follows:

1. (a) The charge in this proceeding was filed by the Charging Party on June 17, 2022, and a copy was served on Respondent by U.S. mail on June 21, 2022.

(b) The first amended charge in this proceeding was filed by the Charging Party on March 27, 2023, and a copy was served on Respondent by U.S. mail on the same date.

**ANSWER: Admitted.**

2. At all material times, Respondent has been a limited liability company with an office and place of business in Pontiac, Michigan (Pontiac facility), and has been engaged in the operation of a mortgage wholesale lending business. UWM is the largest mortgage wholesale lender in the country.

**ANSWER: Admitted.**

3. (a) In conducting its operations during the calendar year ending December 31, 2022, a representative period, Respondent derived gross revenues in excess of \$500,000.

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<sup>1</sup> The Complaint states that United Wholesale Mortgage, LLC does business as “UWM Financial Services, LLC.” This is untrue. The Company currently does business as UWM.



(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Pontiac facility goods valued in excess of \$5,000 directly from points outside the State of Michigan.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

**ANSWER: Admitted.**

4. At all material times, (b) (6), (b) (7)(C) held the position of (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

**ANSWER: Admitted.**

5. During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following overly broad or otherwise unlawful rules and definitions:

- (a) **25. Return of Company Property & Information.** All "Company Records" and all "Company Equipment" (as those terms are defined in Attachment A) are and shall remain the sole and exclusive property of the Company (even if Employee is permitted to use such equipment from home or remotely). Upon the termination, resignation, or separation of employment for any reason, Employee shall immediately return and deliver to the Company all Company Records and Company Equipment in his or her possession, custody or control without demand from the Company (and even if Employee placed such Company Records and/or Company Equipment in the possession of others). Without limiting the foregoing: all lists, compilations and/or documents containing information pertaining to the Company's past or current Customers, the Company's prospective Customers, and the Company's employees (irrespective of the form or medium in which such information is stored) are the sole and exclusive property of the Company whether or not the list is compiled internally or purchased from outside the Company and whether or not the list or information concerning past or current Customers, prospective Customers, or employees is compiled or originated by the Employee. All Company Records and Company Equipment are to be used solely and exclusively for Company business purposes and for no other purpose and will be monitored and inspected by the Company on a regular basis, and by signing this Agreement, Employee hereby consents to such monitoring and inspection. Any Company Records or Company information/data stored on Employee's personal computer (or any other non-company device) remains the Company's property and is subject to inspection and retrieval by the Company, and shall be returned to the Company in the event Employee is no longer employed by the Company for any reason. The Company is not responsible for nor required to search for, parse, save or return to the Employee any non-Company or personal information or data stored on Company Equipment (including, but not limited to, a Company assigned laptop computer or home computer) and all such information is subject to inspection and retrieval by the Company. If Employee is permitted to access the Company's computer network from home



or elsewhere, either on his or her own computer or a Company provided computer, Employee shall exercise extraordinary care and shall bear full responsibility to ensure that no other persons have access to or can gain access to the Company's network or any Proprietary & Confidential Information. The Company reserves all rights to terminate access to its Company's computer network at any time for any reason. Employees utilizing their own office equipment (e.g., computers) are responsible for obtaining their own insurance to insure against any loss to such equipment. Employee is responsible for, and hereby agrees to reimburse the Company for, the full replacement cost for any and all Company Equipment assigned to Employee that is lost, misplaced, stolen, damaged, or destroyed, if Employee cannot produce the Company Equipment when requested by the Company, or if Employee fails to immediately return the Company Equipment after he or she is no longer employed by the Company for any reason. Employee may not lend or transfer Company Equipment to anyone, and Employee accepts full responsibility for doing so. All phone numbers and URLs assigned to the Company Equipment, and all data, calls and messages received by such devices are, and shall remain, the sole and exclusive property of the Company. The obligations in this Section 25 shall continue to remain in effect and shall be binding upon Employee at all times during his or her employment with the Company and after his or her employment with the Company ends for any reason(s).

(b) **26. Communications.** The Employee hereby agrees as follows:

(a) **Media & Press Inquiries.** All news, media and press inquiries pertaining to the internal business affairs of the Company or any of the Company's leaders shall be treated as Proprietary & Confidential Information and all such inquiries shall be directed to the Company's CEO. Employee is not permitted to make any public statement on behalf of the Company, or to express the views or opinions of the Company in any public statement, without the express written permission of the Company.

(c) **26. Communications.** The Employee hereby agrees as follows:

(b) **Non-Disparagement.** The Company has internal procedures for complaints and disputes to be addressed and resolved. Employee will not (nor will Employee cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, owners, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Employee agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that Employee is a source of or has information pertaining to such statements. The foregoing does not apply to legally privileged statements made to governmental or law enforcement agencies.



(d) **26. Communications.** The Employee hereby agrees as follows:

(c) **Social Media.** In the event that Employee is provided access by the Company to any social media outlet, including but not limited to Facebook, Twitter, and/or any blogs, through Company Equipment, Employee agrees that he or she shall: (a) be responsible for all content posted to such social media outlet; (b) not post any financial, confidential, sensitive or proprietary information about USFS or any of USFS's clients on such social media outlet; (c) not infringe on any copyrights or trademarks through the use of such social media outlet; (d) preface all opinions posted on such social media outlet as not being representative of the opinions of USFS; and (e) not post any inappropriate language or material of any kind on such social media outlet.

(e) **Attachment A – Definitions Incorporated into Employment Agreement ...**  
**“Proprietary & Confidential Information”** means: (a) non-public information relating to or regarding the Company's business, personnel, Customers, operations or affairs; (b) non-public information which the Company labeled or treated as confidential, proprietary, secret or sensitive business information, or which Employee reasonably knows or should have known is or should be treated as confidential and/or proprietary information; (c) information that is not generally known to the public or others in the industry and gives the Company a competitive advantage; (d) information that is expensive and/or burdensome to compile or is compiled through proprietary methods, whether compiled by the Company or acquired as such; (e) all non-public Customer, applicant and prospect information; (f) Trade Secrets of the Company; (g) non-public information pertaining to the Company's Intellectual Property & Inventions; and (h) information that was otherwise Proprietary & Confidential Information of the Company but which was disclosed or disseminated in violation of this Agreement. "Proprietary & Confidential Information" includes, but is not limited to, the following categories of information, irrespective of the medium in which it is stored (e.g., hardcopy, electronic file, database, digitally, on disk, in memory, in a document, email, voicemail, wave file, etc.) and irrespective of whether it is the original, duplicate or in draft form:

- Customer and Applicant Information including, but not limited to: all Customer or applicant loan file information (including personal duplicate or shadow files), personal and/or financial information of Customers or applicants, including phone numbers, credit scores, financial information, appraisals, tax returns, cell phone numbers, home addresses, and email addresses; all application information and loan approval/denial status; and all lists, data and compilations pertaining to Customers and applicants of the Company;



- Customer Inquiry Information including, but not limited to, all information submitted by a Customer or applicant; all lead information; all data and compilations pertaining to prospects, leads, and inquiries; all information pertaining to the sources of inquiries or leads; and conversion information (whether or not any of such information is originated by the Company or obtained through outside sources);
- Company Financial Information including, but not limited to, the Company's financial, revenue, cost, tax, banking, sales, compensation, expenses, budgets, forecasts and margins data, metrics and information; financial statements, balance sheets, and general ledger reports, data and work papers; "Loan Pricing, Information" (i.e., formulas, margins, methodologies by which the Company determines par pricing, buy-downs/buy-ups, discount points, loan interest rate structure, etc. in relation to secondary market transactions); hedging, sales, hedging information data, and metrics; annual or semi-annual reports; audit and un-audited financial information; internal and external audit reports; credit, accounting information, and marketing information, metrics and data, reports and information pertaining to loan origination and closings, business marketing and product plans; business strategies, expense reports, advertising budgets and plans, methods of operation, expansion plans, data, and data compilations; information concerning financial arrangements with outside lending institutions and investors; the identity of and terms of agreements and contracts with vendors and suppliers
- Company Business, Marketing and Advertising Information and Plans including, but not limited to: the Company's training and operations manuals and materials; training recordings and videos; need analysis techniques; templates and methodologies; marketing plans, strategies, analysis, compilations, metrics, summaries, predictions, projections; marketing and advertising budgets, expenses, costs and plans; all web-related data and metrics including web performance, hits, visits and conversion ratios; all data and metrics on any and all lead and call sources, lead source mix, and contract terms; marketing related intellectual property, trade secrets and know-how; prospective business opportunities, investments, mergers, acquisitions, and/or business combinations involving the Company (or any officer, director or executive thereof); information and lists concerning Referral Sources, computer programs, internal business reports (including, without limitation, pipeline reports, lock/expiration reports, closed loan reports, warehousing reports, application aging reports, and the like);
- Company Operations Information including, but not limited to, the Company's individual and aggregate loan data or loan underwriting information, loan servicing data, loan origination data, conversion rates, fallout rates, loan pricing information and loan sales data, loan pricing information, policies and plans, hedging policies, methodologies, vendor information, agreements and lists, plans, research, ideas, inventions and concepts;



- Company Computer and Network Information including, but not limited to, the Company's passwords, codes, processes, methods, technology, software, and hardware; security systems; projects and development plans; research, engineering or technical expertise; designs, drawings, diagrams, flow charts, schematics, specifications, methods, techniques, processes and procedures; and network and computer hardware configurations, peripherals, telecom, voice and data networks, network systems and devices, and software products (including software in various stages of development and design);
  - Personnel Information including, but not limited to, all personnel lists, rosters, personal information of co-workers, managers, executives and officers; handbooks; personnel files; and personnel information such as home phone numbers, cell phone numbers, addresses, and email addresses;
  - Personal Information Pertaining to Company Executives and Officers including, but not limited to, personal and family information, personal financial information, investment and investment opportunities, background information, personal activities, information pertaining to the work and non-work schedules, contacts, meetings, meeting attendees, travel, home phone numbers, cell phone numbers, addresses, and email addresses;
  - Proprietary & Confidential Information Pertaining To Related Companies including, but not limited to, Shore Mortgage Affiliates, Shore Affiliates, UWMCO, UWM, Complete Mortgage Training School, Complete Real Estate School, Shore Marketing, Shore Income Tax Services, United Wholesale Mortgage, Inc., United Wholesale Mortgage and Shore Mortgage, or any related or affiliated companies or business opportunities that Employee acquires knowledge of during the course of Employee's employment under this Agreement;
  - Information Provided By Or Pertaining To Third-Parties with whom the Company has entered into a non-disclosure agreement obligating the Company and its employees to treat and maintain the confidentiality of the information provided by such third-party person, business, or entity; and
  - All Internal Company Communications including, but not limited to, memos, presentations, emails, voicemails, faxes, postings, instant messages, text messages, intranet website content, and web-casts
- (f) To the extent they reference “proprietary and confidential information,” as defined above in paragraph 5(f), the following rules maintained by Respondent in the Employment Agreement are overly broad or otherwise unlawful:

- (i) **5. Compliance with Applicable Laws, Regulations, Policies & Rules.**



- (ii) **7. Full-Time & Outside Employment.**
- (iii) **12. Proprietary & Confidential Information.**
- (iv) **18. Maintaining Privacy, Confidentiality & Security of Customer & Company Information.**
- (v) **20. Liquidated Damages for Breach of Non-Competition Covenant.**
- (vi) **22. Liquidated Damages for Solicitation of Company Personnel.**
- (vii) **23. Non-Solicitation of Customers & Others.**
- (viii) **25. Return of Company Property & Information.**
- (ix) **26. Communications.**

**ANSWER: UWM admits that its employment agreement contained the above-referenced provisions at all material times, but denies that the provisions are overbroad or otherwise unlawful under the National Labor Relations Act.**

6. (a) During the six months prior to the filing of the charge in this proceeding, Respondent has maintained an Employment Agreement that contains the following arbitration clause:

**32. Arbitration.** If a material dispute arises under this Agreement, other than a breach by the Employee of Sections 8 and 12 through 26, inclusive, for which the Company shall be entitled to equitable relief, the parties shall submit such dispute to binding arbitration and such arbitration shall otherwise comply with and be governed by the provisions of the expedited employment arbitration rules of the American Arbitration Association; but if such rules are not then in effect, then by the Uniform Arbitration Act, being MCLA Section 600.5001, et seq. or any successor act. If the Company and Employee are unable to agree upon the selection of a single arbitrator within fifteen (15) days following the submission of a claim to arbitration, then the Employee and Company shall each select one (1) arbitrator within ten (10) days thereafter, and the arbitrators so selected shall agree on a mutually satisfactory neutral arbitrator within ten (10) business days thereafter who shall serve as the sole arbitrator. The Company and Employee shall each have the right to be represented by counsel in such proceedings and shall each be afforded reasonable discovery by the arbitrators in connection therewith. Employee must request arbitration in writing within six (6) months of the date of termination or accrual of the claim, or within a shorter period of time if one is prescribed by the statute upon which Employee's claim is based. Failure to do so shall result in Employee's claim being waived, and Employee hereby expressly waives any statute of limitations which is longer than six (6) months. Any award by arbitration pursuant to the terms of this Agreement, shall contain



findings of fact and conclusions of law and be final, non-appealable to the maximum extent permitted by law, binding upon the parties, and may be entered as a judgment and enforced by any court of competent jurisdiction. The arbitrators' authority will be limited to determining whether the Company's action in terminating the Employee and/or the Agreement was unlawful under applicable federal, state and local statutory or common law. In reaching a decision, the arbitrators will interpret, apply and be bound by all applicable Company manuals, rules, policies, procedures, and by all applicable federal, state or local laws. The arbitrators will have no authority to add to, detract from, change or modify any law, manual, rule policy or procedure in any respect. Nor will the arbitrators have authority to consider or decide any matters which are the sole responsibility of the Company in the conduct of its business. If the arbitrators find that the Employee violated any lawful Company rule, policy or procedure, the disciplinary action and/or termination of employment imposed by the Company shall be upheld. If the arbitrators find that the Employee and/or the Agreement was terminated unlawfully or improperly, the arbitrators shall order reinstatement with or without back pay for the time lost, less sums earned elsewhere or paid in lieu of employment during the period after termination and before arbitration, and/or any other relief that would have been available to the parties had the matter been heard in a court of law. The arbitrators shall award reasonable costs and attorney fees to the prevailing party and the fees of the arbitrators shall be paid by the non-prevailing party. All such arbitration proceedings shall be conducted in Southfield, Michigan or such other location required by law. This provision does not require the Employee to surrender any substantive statutory or common law benefit, right protection or defense, other than a trial by jury. Employee and Company agree that the foregoing arbitration procedure is not intended to add to, create, or imply any contractual or other right of employment. The parties' employment relationship is "at-will", and no other inference is to be drawn from this arbitration provision. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE IS GIVING UP THE RIGHT TO A TRIAL IN A COURT OF LAW AS TO ANY DISCRIMINATION OR OTHER STATUTORY CLAIMS, AND IS HEREBY AGREEING TO SUBMIT ALL SUCH CLAIMS TO BINDING ARBITRATION.

(b) The terms of Respondent's arbitration clause described in paragraph 6(b) interfere with employees' access to the National Labor Relations Board and interfere with employees' right to file and pursue unfair labor practice charges under the Act.

**ANSWER: UWM admits that its employment agreement contained the above-referenced arbitration provision at all material times, but denies that the provision is overbroad or otherwise unlawful under the National Labor Relations Act. Answering further, the employment agreement expressly states in Section 5 that "[n]othing in this Agreement . . . shall be interpreted to limit or interfere with your right to report good faith suspected violations of law to applicable governmental agencies, including the . . . National Labor Relations Board . . . ."**



7. By the conduct described above in paragraphs 5 and 6, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

**ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.**

8. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**ANSWER: UWM denies the allegations contained in this paragraph because they are untrue.**

### **AFFIRMATIVE AND OTHER DEFENSES**

UWM states as its Affirmative and Other Defenses to the Complaint in the above-captioned matter, as follows:

1. Charging Party and the Regional Director have failed to state a claim upon which relief may be granted.
2. The Complaint may be barred in whole or in part because Charging Party did not engage in protected, concerted activity under the Act, or UWM had legitimate, non-discriminatory, and non-retaliatory reasons for any adverse employment actions taken against Charging Party.
3. The Complaint may be barred in whole or in part because the employment agreement provisions at issue are not overbroad or otherwise unlawful under the Act.
4. The remedies requested exceed the scope provided for under the Act and applicable law.
5. The Charging Party has failed to adequately mitigate his claimed damages.
6. Some of the conduct alleged may be barred by the limitations period contained in Section 10(b).

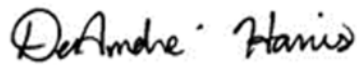


7. UWM reserves the right to add to, modify, or otherwise amend its defenses, as it deems necessary during the remaining course of this matter.

WHEREFORE, UWM respectfully requests that this Complaint be dismissed in its entirety and that UWM be awarded its fees and costs incurred while defending this meritless action.

Dated: July 20, 2023

WARNER NORCROSS + JUDD LLP



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Karen J. VanderWerff (P45442)  
DeAndre' Harris (P81261)  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, Michigan 49503  
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[dharris@wnj.com](mailto:dharris@wnj.com)  
*Attorneys for Respondent*



**PROOF OF SERVICE**

Ann M. Eller, Legal Assistant with Warner Norcross + Judd LLP, states that on July 20, 2023 *Respondent's Answer To Complaint And Affirmative Defenses*, and a copy of this *Proof of Service* were sent via Email and Certified Mail, Return Receipt to Matthew Ritzman, Matthew Clark and Larry Smith.



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Ann M. Eller

181270.203795 #28975395



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C) , an Individual**

**ORDER REFERRING PETITION TO REVOKE SUBPOENA**

A Petition to Revoke Subpoena Duces Tecum B-1-1J7Y3DJ having been filed with the Regional Director on July 20, 2023.

**IT IS ORDERED**, pursuant to Section 102.31(b) of the Board's Rules and Regulations, that the Petition is hereby referred to the Administrative Law Judge for ruling.

Dated: July 20, 2023

A handwritten signature in dark ink, reading "Elizabeth Kerwin", with a large, sweeping flourish at the end.

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Elizabeth Kerwin, Regional Director  
National Labor Relations Board, Region 07  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 05-200  
Detroit, MI 48226



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C) , an Individual**

**AFFIDAVIT OF SERVICE OF: Order Referring Petition to Revoke Subpoena Ad  
Testificandum to Administrative Law Judge, dated July 20, 2023.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **July 20, 2023**, I served the above-entitled document(s) by **E-Mail** upon the following persons, addressed to them at the following addresses:

DeAndre Harris, Esq.  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 40953

Email: dharris@wnj.com

Dean Pacific  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 49503

Email: dpacific@wnj.com

Matthew J. Clark, Attorney  
Gregory, Moore, Brooks & Clark, P.C.  
28 W. Adams Avenue, Suite 300  
Detroit, MI 48226

Email: matt@unionlaw.net

July 20, 2023

Date

Karen Roock, Designated Agent of NLRB

Name

/s/ Karen Roock

Signature



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**Case 07-CA-297897**

**Respondent**

**and**

**(b) (6), (b) (7)(C) , an Individual**

**Charging Party**

**ORDER RESCHEDULING HEARING**

**IT IS HEREBY ORDERED** that the hearing in the above-entitled matter is rescheduled from July 25, 2023 at 10:00 AM to **10:00 AM on August 15, 2023** at the **Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 05-200, Detroit, MI 48226**. The hearing will continue on consecutive days until concluded.



Dated: July 24, 2023

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Elizabeth Kerwin, Regional Director  
National Labor Relations Board, Region 07  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 05-200  
Detroit, MI 48226



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**Respondent**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C)**, an Individual

**Charging Party**

|

**AFFIDAVIT OF SERVICE OF ORDER RESCHEDULING HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **July 24, 2023**, I served the above-entitled document(s) by **E-Issuance** and **Regular Mail** upon the following persons, addressed to them at the following addresses:

DeAndre Harris, Esq.  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 40953

**E-Issuance and Regular Mail**

Dean Pacific  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 49503

**E-Issuance and Regular Mail**

United Wholesale Mortgage  
585 South Boulevard, East  
Pontiac, MI 48341

**Regular Mail**

**(b) (6), (b) (7)(C)**

**Regular Mail**

Matthew J. Clark, Attorney  
Gregory, Moore, Brooks & Clark, P.C.  
28 West Adams Avenue, Suite 300  
Detroit, MI 48226

**E-Issuance and Regular Mail**



July 24, 2023

Marquita Eason, Designated Agent of  
NLRB

---

Date

---

Name

/s/

---

Signature



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**and**

**Case 07-CA-297897**

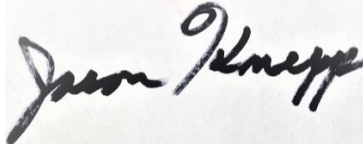
**(b) (6), (b) (7)(C)**, an Individual

**CORRECTED ORDER REFERRING PETITION TO REVOKE SUBPOENA**

A Petition to Revoke Subpoena Duces Tecum having been filed with the Regional Director on July 20, 2023.

**IT IS ORDERED**, pursuant to Section 102.31(b) of the Board's Rules and Regulations, that the Petition is hereby referred to the Administrative Law Judge for ruling.

Dated: July 31, 2023

A handwritten signature in black ink, reading "Jason Knepp", is positioned above a horizontal line.

Jason Knepp, Acting Regional Director  
National Labor Relations Board, Region 07  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 05-200  
Detroit, MI 48226



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

**UNITED WHOLESALE MORTGAGE, LLC**

**and**

**Case 07-CA-297897**

**(b) (6), (b) (7)(C)**, an Individual

**AFFIDAVIT OF SERVICE OF: Order Referring Petition to Revoke Subpoena Ad Testificandum to Administrative Law Judge, dated July 20, 2023.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **July 31, 2023**, I served the above-entitled document(s) by **E-Mail** upon the following persons, addressed to them at the following addresses:

DeAndre Harris, Esq.  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 40953

Email: dharris@wnj.com

Dean Pacific  
Warner Norcross & Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 49503

Email: dpacific@wnj.com

Matthew J. Clark, Attorney  
Gregory, Moore, Brooks & Clark, P.C.  
28 W. Adams Avenue, Suite 300  
Detroit, MI 48226

Email: matt@unionlaw.net

July 31, 2023

Date

Karen Roock, Designated Agent of NLRB

Name

/s/ Karen Roock

Signature